

b. All Services, including without limitation the preparation and final deliverable of the large and small parcel schedules, and all other work and services performed by GMASS hereunder, shall conform to the applicable rules, regulations and guidelines of GA DOR (including without limitation its Appraisal Procedures Manual) and to customary and prudent industry standards and practices for real estate and property tax valuations and appraisals in Georgia. GMASS shall complete the Services and provide the deliverables to the Assessors on or before May 10, 2021 unless a later date is mutually agreed upon by the Assessors and Company.

Section 2. Project Director: Greg Reese of GMASS (the “Project Director”) shall have primary responsibility for managing and directing GMASS’s performance of the Services and the Agricultural Improvements Updates, and supervision of GMASS’s employees assisting the Project Director in performing the Services and the Agricultural Improvements Updates. The Project Director shall not be replaced by GMASS without prior written approval of the Assessors including approval of the Project Director’s successor. The Project Director shall be the primary contact at GMASS for the Services, the Agricultural Improvements Updates and this Agreement.

Section 3. Term of Agreement: This Agreement shall commence on the date hereof and shall terminate on May 10, 2021. This Agreement may be extended for additional periods upon written agreement of the parties.

Section 4. Compensation for the Services: The Assessors shall compensate GMASS for performing the Services for the fixed fee of \$6,000. Such \$6,000 fixed fee shall be paid to GMASS simultaneously with the execution of this Agreement.

Section 5. Additional Work: Should the Assessors request the assistance of GMASS with respect to a property tax appeal by a taxpayer relating to the large and small parcel schedules prepared pursuant to this Agreement by GMASS, GMASS shall be paid \$550.00 per day (charged in ½ day increments), which amount includes travel, lodging and other expenses of GMASS, per appraiser rendering such appeal assistance requested by the Assessors. GMASS shall invoice the Assessors on a monthly basis for its charges for any such work or appeal assistance, in each case as requested of GMASS by the Assessors, with such invoices being payable within 30 days of receipt by the Assessors.

Section 6. Rights in Data and Intellectual Property: GMASS acknowledges and agrees that it is performing the Services under this Agreement on a “work for hire” basis and that all ownership of results, reports, data, information, and deliverables developed under this Agreement shall vest in and belong solely to the Assessors. GMASS shall not disclose (except as may be required by law or court order) or otherwise itself use any of such results, reports, data, information, and deliverables developed under this Agreement except with the prior specific written authorization of the Assessors.

Section 7. Publicity: Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written consent of the other which consent will not be unreasonably withheld, conditioned or delayed.